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Book - 9931 Pg - 670-681
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ENGCO
KEITH C WALLACE JR
4701 W 2100 S
SLC UT 84102
BY: CDC, DEPUTY - WI 12 P.

When Recorded Return To:
Engco, LLC
Mr. ~~Daniel~~ England
4701 West 2100 South
Salt Lake City, UT 84102

MR KEITH WALLACE

With Copy To:
Mr. Morgan Atkinson
Facility Identification No. 4000200, Release FMA
PO Box 144840
Salt Lake City, Utah 84114-4840

RECEIVED

AUG 08 2011

**Environmental Response &
Remediation**

Parcel No. 1523201001

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Engco, LLC ("Owner" and the Utah Department of Environmental Quality ("DEQ"), collectively "Parties") pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("Act") and concerns a Restricted Area of the Property described in paragraph B.2 below. DEQ enters this Environmental Covenant in its capacity as the Agency as defined in the Act. DEQ assumes no affirmative obligations through the execution of this Environmental Covenant.

A. Environmental Response Project

Utah Department of Environmental Quality Records

The Property was the subject of an environmental response project overseen by DEQ's Division of Environmental Response and Remediation ("DERR"). Requests for records should be directed to the DERR and referenced as Facility identification Number 4000200, Release Identification FMA.

Site History

The Engco, LLC, property is located at 969 West 2100 South in Salt Lake City, Utah, and is further identified as Salt Lake County property tax assessor number: 15-23-201-001. The Property is zoned for light industrial usage by the City of South Salt Lake. The Engco, LLC, Property is currently leased and operated by National Leasing, a large truck leasing and service/maintenance related business. Two releases of petroleum products have been reported on the Property. Release EGIR was reported on November 21, 1990, following the removal of two 560-gallon used oil underground storage tanks (USTs) located west of the on-site building. Release EGIR has been given "No Further Action" status and received regulatory closure on October 29, 2002.

Release EFMA was reported on January 16, 1990, subsequent to the removal of one 2,000-gallon capacity gasoline UST and one 12,000-gallon capacity diesel UST, which were located in two separate excavations. Approximately 42 tons of petroleum hydrocarbon impacted soil was removed from the gasoline UST excavation and approximately 98 tons of petroleum hydrocarbon impacted soil was removed from the diesel UST excavation and transported to the Engco, LLC, property located at 4701 West 2100 South in West Valley City, Utah, for aeration/landfarming.

SCANNED

DERR - 2011-012891

Numerous subsurface investigations were conducted on the Property between 1990 and 2002. Petroleum hydrocarbons were identified in the soil and groundwater at concentrations above Utah Tier 1 Screening Levels (SLs) in the areas of both excavations. In 2006, subsequent remedial activities at the Property included the removal of approximately 1,268 tons of petroleum hydrocarbon impacted soil and approximately 42,000 gallons of petroleum hydrocarbon impacted groundwater in the southeastern portion of the Property just north of the former diesel UST; however, soil confirmation sample analyses from the sidewalls of the excavation indicate the concentrations of total petroleum hydrocarbons-diesel range organics (TPH-DRO) remain in the soils surrounding the excavation above current Utah Tier 1 SLs along the east, south, and west sides of the excavation. Currently, five monitoring wells (MW-1 thru MW-5) still remain on the Property.

Nature and Extent of Contamination

Soil contamination above Tier 1 SLs remains in place in the areas of the former gasoline UST, diesel UST, and along the east, south, and west sides of the 2006 excavation completed just north of the former diesel UST. The nature and extent of petroleum hydrocarbon impacted soil is defined by borings completed by Westech Environmental, Riding & Associates, and Wasatch Environmental, Inc., during the course of investigative activities conducted between 1994 and 2009. The primary constituent of concern with the soils is total petroleum hydrocarbons-diesel range organics (TPH-DRO). The estimated volume of remaining petroleum hydrocarbon impacted soil above Tier 1 SLs is 1,610 cubic yards. Soils at the Property generally consist of various layers of silt, sand and clay to a depth of approximately 15 feet below ground surface (bgs). The highest concentrations of petroleum hydrocarbon constituents appear to be located within the vadose zone/saturation interface from approximately 6 feet to 9 feet bgs. A map depicting the Restricted Area is attached as Figure 1.

Historical groundwater analytical results indicate that several petroleum hydrocarbon constituents have been detected at concentrations exceeding Utah Tier 1 SLs from groundwater samples collected from monitoring wells MW-1, MW-4, MW-5, and MW-6 at various times during monitoring sampling events conducted somewhat sporadically between 1990 and 2003. TPH-DRO was the primary constituent of concern within the groundwater at the Property. The most recent groundwater sampling event was conducted by Wasatch personnel in August 2008. Groundwater samples were collected from the five remaining monitoring wells (MW-1 thru MW-5) located at the Property. The groundwater analytical results indicate that TPH-DRO was detected in the groundwater samples collected from monitoring wells MW-1, MW-2, MW-3, and MW-5 at concentrations ranging from 0.65 mg/L to 1.6 mg/L, well below its Utah Tier 1 SL of 10/mg/L. No other petroleum hydrocarbon constituents were reported above laboratory detection limits in any of the groundwater samples obtained. The groundwater flow direction is northerly.

Although petroleum hydrocarbon constituents are not currently present in the groundwater at the Property above current Utah Tier 1 SLs, petroleum hydrocarbon constituents are still present within the soils at the Property above current Utah Tier 1 SLs. A table summarizing historical soil analytical results at the Property is attached as Table 1.

Pathways and Receptors

Based upon review of the subsurface investigation data collected at the Property, the horizontal and vertical extent of soil and groundwater impacts have been defined and are confined to the areas of the former gasoline UST, diesel UST, and along the east, south, and west sides of the 2006 excavation completed just north of the former diesel UST. This impacted area within the Property is referred to herein as the "Restricted Area," and is more specifically defined below. Given that the Property is zoned industrial, on-site receptors would likely include adult commercial/industrial workers in both the current and future scenarios, as well as construction/utility workers. Pathways that would be considered complete include construction worker/underground utility work dermal contact/ingestion and outdoor air, and also commercial worker/industrial worker volatilization to indoor air.

B. Covenant

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.
2. Restricted Area. This Environmental Covenant concerns a portion of the Property, consisting of an approximate 0.194 acre tract, and more particularly shown in Figure 1 and hereby incorporated by reference herein ("Restricted Area"). The Restricted Area contains that portion of the Property that exceeds the Tier 1 screening levels. The following is the legal description for the Restricted Area:

Beginning at point on the east line of parcel 15-23-201-001. Said point lies south 95.87 feet from the northeast corner of said parcel. Thence S00°00'00"E along the east line of said parcel a distance of 106.87 feet to the southeast corner of said parcel 15-23-201-001; thence S84°18'42"W along the south line of said parcel a distance of 73.69 feet; thence N05°41'18"W a distance of 36.58 feet; thence N09°36'24"E a distance of 64.82 feet to the corner of an existing building; thence N58°46'19"W along the exterior wall of said building a distance of 15.42 feet; thence N30°44'31"E along the exterior wall of said building a distance of 18.21 feet; thence S82°02'33" E a distance of 70.69 feet to the point of beginning. Area contains 8,448 square feet or approximately 0.194 acres.
3. Owner. Engco, LLC, which is located at 4701 West 2100 South, Salt Lake City, Utah, is the current owner of the Property in fee simple. Engco, LLC, is a limited liability corporation organized and existing under the laws of Utah. Consistent with Paragraph 6 of this Environmental Covenant, the obligations of the Owner are transferred to and imposed upon assigns, successors in interest, including without limitation future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and the like ("Transferee").
4. Holder. Owner, whose address is listed above, is the Holder of this Environmental Covenant.
5. Activity and Use Limitations. As part of the Environmental Response Project described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Owner shall take necessary measures to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations.
 - A. Land Use Limitations. The Restricted Area shall not be used for residential or day care purposes.
 - B. Groundwater Limitations. No shallow groundwater wells, other than monitoring wells, shall be installed in the Restricted Area.
 - C. Zoning Limitations. The Restricted Area shall remained zoned as either commercial or industrial.
 - D. Disturbance Limitations. Whenever the Owner becomes aware that subsurface disturbance is going to take place, the Owner shall inform the subject contractor or utility company of the presence of contaminated soil. The Owner shall prevent human contact

with the contaminated soil within the Restricted Area, except as allowed in this section. Excavation or disturbance of the soil is allowed, provided the soil is handled, transported, and disposed in accordance with applicable law, and the contractor retained by the Owner, or the utility company, prepares a worker protection health and safety plan.

E. *Construction Limitations.* The Owner shall determine if a vapor intrusion risk exists before using or placing a structure in the Restricted Area. If a vapor intrusion risk exists, the Owner shall mitigate the risk. Alternatively, if no risk assessment for contaminant vapor intrusion is conducted, the Owner shall install a vapor mitigation system in a structure located in the Restricted Area before the structure is used or occupied.

F. *Notification Requirements.* The Owner shall notify DEQ in writing within two (2) days of becoming aware of a breach of the activity and use limitations described herein, and shall indicate in that submission the action that the Owner shall take to remedy the breach. Upon DEQ's request, the Owner shall submit a written report to DEQ describing the remedy implemented in response to the breach within thirty (30) days of the completion of the remedy.

G. *Reimbursement of DEQ Oversight and Costs.* If requested by DEQ, the Owner shall reimburse DEQ in full for all activities contemplated in or associated with this environmental covenant which require review, inspection, involvement or otherwise incur costs for DEQ, including costs for Blue Stakes Inquires.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

7. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party, and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict DEQ from exercising any authority under applicable law. If the Owner fails to provide any of the submissions to DEQ within the required time period, DEQ may inspect the Property, prepare the submissions itself, and recover its reasonable costs from the owner.

8. Rights of Access. Owner hereby grants to DEQ, its agents, contractors, and employees the right of access to the Property for inspection, implementation, or enforcement of this Environmental Covenant.

9. Compliance Reporting. Upon request, Owner, or any transferee, shall submit written documentation to DEQ verifying that the activity and use limitations remain in place and are being followed.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER ON _____, 20____, IN DOCUMENT _____, or BOOK _____, PAGE _____, THAT RESTRICTS LAND USE AND THAT IMPOSES OBLIGATIONS ON THE TRANSFEREE.

Owner shall provide a copy of this Environmental Covenant to any Transferee of any interest in the Property or a portion thereof. Owner shall notify DEQ within ten (10) days after conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed, or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

11. Representation and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is free, clear and unencumbered;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected; and
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and has notified any such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. Within thirty (30) days of signature by all requisite parties on any consensual amendment or termination of this Environmental Covenant, the Owner holding title at the time the amendment or termination is recorded shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to DEQ and the Owner holding title at the time the amendment or termination is recorded if different than the person recording the instrument.

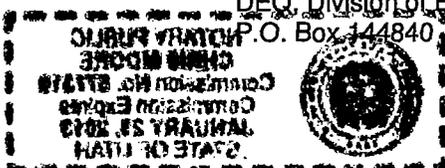
13. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to DEQ.

15. Notice. Unless otherwise notified in writing by or on behalf of the Owner or DEQ, any document or communication required by this Environmental Covenant shall be submitted to:

Project Manager
Facility Identification No. 4000200, Release Site FMA
DEQ, Division of Environmental Response and Remediation

P.O. Box 144840



Salt Lake City, Utah 84114-4840
Owner
Engco, LLC
Attn: Daniel E. England, Member
4701 West 2100 South
Salt Lake City, UT 84102

16. Governmental Immunity. In executing this Environmental Covenant, DEQ does not waive any governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably release, and covenant not to sue, the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-106 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Engco, LLC


Daniel E. England
(Printed Name) President, England
Management, Inc.

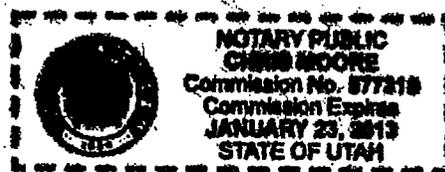
Date 6/15/2011

State of Utah)
County of Salt Lake : ss.

Before me a notary public, in and for said county and state, personally appeared Daniel England, a duly authorized representative of Engco LLC acknowledged to me that he did execute the foregoing instrument on behalf of Engco LLC

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15 day of June, 2011

Chris Moore
Notary Public



Utah Department of Environmental Quality

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-1049(1)(e).

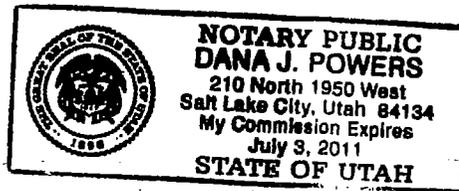
By: Brent H. Everett
Name: Brent H. Everett
Title: Executive Secretary (UST)
Utah Solid and Hazardous Waste Control Board

26 April 2011
Date

STATE OF UTAH)
 : ss.
County of Salt Lake)

Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 26 day of April, 2011.

Dana J. Powers
Notary Public
My Commission expires: 7-3-2011



This instrument prepared by:
Rebecca Studenka
Wasatch Environmental
2410 West California Avenue
SLC, UT 84104

Table 1
 Historical Soil Data
 mg/kg
 CR England & Sons
 969 West 2100 South
 Salt Lake City, Utah
 Facility ID 4000200, Release ID EFMA

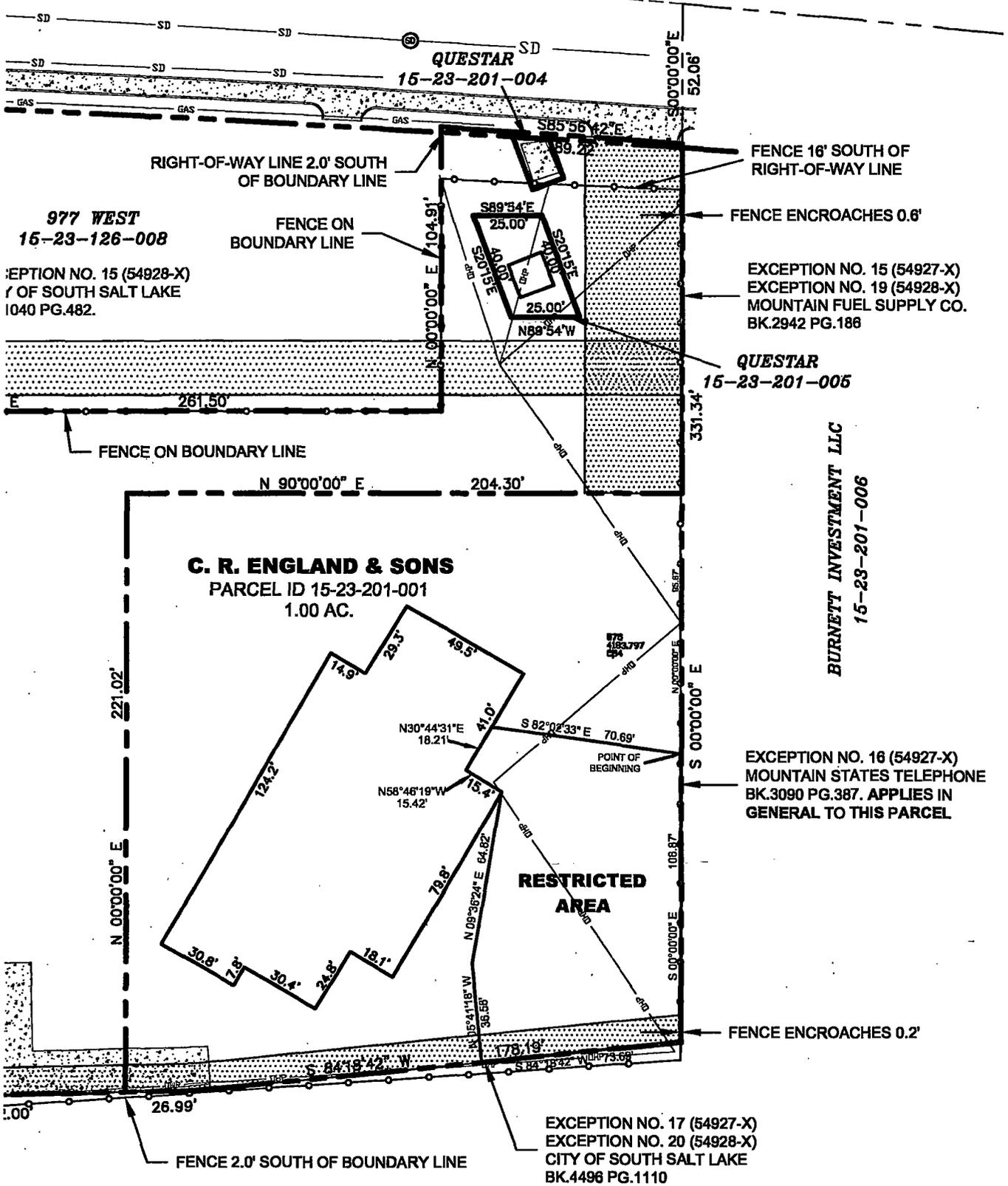
Sample Identity	Date	Sample Depth feet bgs	TPH	TPH GRO	TPH DRO	Oil and Grease	Benzene	Toluene	Ethyl- Benzene	Xylenes	Naph- thalene	MIIBE
W. Gas	1/17/90	Not Reported	9,400	NA	NA	NA	0.36	0.16	2.7	2.6	NA	NA
E. Gas	1/17/90	Not Reported	19,000	NA	NA	NA	6.1	64	33	190	NA	NA
Gas Dispenser	1/17/90	5.0'	310.0	NA	NA	NA	<0.10	<0.10	<0.10	<0.10	NA	NA
S. Oil	Nov-90	Not Reported	1,600	NA	NA	NA	NA	NA	NA	NA	NA	NA
N. Oil	Nov-90	Not Reported	360	NA	NA	NA	NA	NA	NA	NA	NA	NA
Northend	Dec-92	Not Reported	ND	NA	NA	NA	ND	ND	ND	ND	ND	NA
Southend	Dec-92	Not Reported	ND	NA	NA	NA	ND	ND	ND	ND	ND	NA
GP-1	4/11/94	6-8'	0.086	NA	NA	10,200	<0.130	0.317	0.385	1.91	8.13	NA
GP-2	4/11/94	7-9'	NA	NA	NA	1,130	<0.10	0.222	<0.10	<0.30	4.23	NA
GP-3	4/11/94	7-9'	NA	NA	NA	9,440	<0.115	0.326	0.296	<0.345	6.76	NA
GP-4	4/11/94	6-8'	8,270	NA	NA	NA	<0.700	<0.700	19.1	73.6	24.8	NA
GP-5	4/11/94	7-9'	7,180	NA	NA	NA	0.199	<0.10	3.67	<0.300	8.95	NA
GP-8	4/11/94	7-9'	3,760	NA	NA	NA	<0.050	0.859	0.133	<0.150	6.2	NA
GP-7	4/11/94	7-9'	5,840	NA	NA	NA	<0.050	<0.050	<0.050	<0.150	9.76	NA
GP-8	4/11/94	7-9'	87.4	NA	NA	NA	<0.005	<0.005	<0.005	<0.015	<0.005	NA
GP-9	4/11/94	7-9'	8,237	NA	NA	NA	<0.025	0.0891	0.142	2.4	7.46	NA
GP-10A	4/11/94	4-6'	6,490	NA	NA	NA	0.0452	0.0687	0.965	2.5	18.5	NA
GP-10B	4/11/94	7-9'	1,180	NA	NA	NA	0.0686	0.211	0.748	1.45	9.05	NA
B1	8/27/98	7-9'	6,900	NA	NA	NA	<0.045	<0.09	<0.09	<0.09	17	<0.09
B2	8/27/98	7-9'	3,200	NA	NA	NA	0.34	<0.079	0.38	<0.079	11	<0.079
B3	8/27/98	7-9'	3,700	NA	NA	NA	0.250	<0.11	0.46	<0.11	14	<0.11
B5	8/27/98	7-9'	1,200	NA	NA	NA	<0.059	<0.12	<0.12	<0.12	3.1	<0.12
B6	8/27/98	7-9'	670	NA	NA	NA	<0.052	<0.10	<0.10	<0.10	2.7	<0.10
B8	8/27/98	7-9'	1,300	NA	NA	NA	<0.11	<0.22	<0.22	<0.22	16	<0.22
B9	8/27/98	7-9'	540	NA	NA	NA	<0.032	<0.062	<0.062	<0.062	5.5	<0.062
GP-11	9/4/01	7.0'	1,502	72.1	1,430	NA	<0.120	<0.120	<0.120	<0.360	<0.120	<0.120
GP-12	9/4/01	7.0'	3,091	60.6	3,030	NA	<0.120	<0.120	<0.120	<0.360	<0.120	<0.120
GP-13	9/4/01	7.0'	919	59.2	860	NA	<0.120	<0.120	<0.120	<0.360	<0.120	<0.120
GP-14	9/4/01	7.0'	414	44.8	369	NA	<0.060	<0.060	<0.060	<0.180	<0.060	<0.060
GP-15	6/13/02	5-7'	4,563	193	4,370	NA	<0.120	<0.120	<0.120	<0.360	5.7	<0.120
GP-18	6/13/02	7-8'	6,280	3,240	3,020	NA	<0.080	<0.080	<0.080	0.575	2.71	<0.080
GP-19	6/13/02	8-9'	3,244	134	3,110	NA	<0.120	<0.120	<0.120	<0.360	3.57	<0.120
INITIAL SCREENING LEVEL			100	150	500	1,000	0.2	9	5	142	51	0.3
TIER 1 SCREENING LEVEL			1,500	1,500	5,000	10,000	0.9	25	23	142	51	0.3

Table 1
 Historical Soil Data
 mg/kg
 CR England & Sons
 969 West 2100 South
 Salt Lake City, Utah
 Facility ID 4000200, Release ID EFMA

Sample Identity	Date	Sample Depth feet bgs	TPH	TPH GRO	TPH DRO	Oil and Grease	Benzene	Toluene	Ethyl- Benzene	Xylenes	Naph- thalene	MtBE
GP-20	1/8/09	6-8'	NA	64	4,600	NA	<0.059	<0.12	<0.12	<0.12	7.9	<0.12
GP-20	1/8/06	13-15'	NA	5.7	13,000	NA	<0.065	<0.13	<0.13	<0.13	0.17	<0.13
GP-21	1/8/09	6-8'	NA	49	56	NA	<0.064	<0.13	<0.13	<0.13	6.3	<0.13
GP-21	1/8/09	13-15'	NA	0.32	49	NA	<0.0031	0.0074	<0.0062	0.012	0.017	<0.0062
GP-23	1/8/09	6-8'	NA	65	9,700	NA	<0.062	<0.12	<0.12	<0.12	5.7	<0.12
GP-23	1/8/09	13-15'	NA	0.095	<24	NA	<0.0030	<0.0060	<0.0060	<0.0060	<0.0060	<0.0060
C1	8/9/06	12.5'	NA	<10.0	<10.0	NA	<0.130	<0.130	<0.130	<0.390	<0.200	<0.130
C2	8/11/06	9.0'	NA	19.9	1,443	NA	<0.100	0.171	<0.100	<0.300	9.15	<0.100
C2	8/11/06	13.0'	NA	<40.0	<0.880	NA	<0.140	<0.140	<0.140	<0.420	<0.200	<0.140
C3	8/11/06	12.5'	NA	<40.0	<0.880	NA	<0.140	<0.140	<0.140	<0.420	<0.200	<0.140
C4	8/15/06	13.0'	NA	<10.0	1,370	NA	<0.130	<0.130	<0.130	<0.390	<0.200	<0.130
C5	8/15/06	9.0'	NA	63.7	13,100	NA	<0.120	<0.120	<0.120	<0.360	13.0	<0.120
C5	8/15/06	12.5'	NA	<10.0	81.4	NA	<0.140	<0.140	<0.140	<0.420	<0.200	<0.140
C6	8/29/06	8.0'	NA	41.0	10,600	NA	<0.170	<0.170	<0.170	<0.510	10.72	<0.170
C6	8/29/06	10.0'	NA	19.2	2,140	NA	<0.200	<0.200	<0.200	<0.600	4.66	<0.200
C7	8/29/06	8.5'	NA	27.9	7,160	NA	<0.160	<0.160	<0.160	<0.480	6.48	<0.160
C7	8/29/06	10.0'	NA	91.7	50,700	NA	<1.060	<1.060	<1.060	<3.180	15.7	<1.060
C8	9/6/06	8.0'	NA	156	13,600	NA	0.356	<0.280	0.298	<0.560	41.3	NA
C9	9/6/06	8.0'	NA	79.8	34,400	NA	<0.280	<0.280	<0.280	<0.560	17.5	NA
C10	9/6/06	8.0'	NA	92.4	12,200	NA	<0.130	<0.130	<0.130	<0.260	19.4	NA
INITIAL SCREENING LEVEL			100	150	600	1,000	0.2	9	6	142	61	0.3
TIER 1 SCREENING LEVEL			1,600	1,600	6,000	10,000	0.9	26	23	142	61	0.3

TPH (GRO) = Total Petroleum Hydrocarbons (Gasoline Range C6 to C10)
 TPH (DRO) = Total Petroleum Hydrocarbons (Diesel Range C10 to C28)
 < = Concentrations less than the given Instrument detection level
 MtBE = Methyl-tertiary Butyl Ether
 NA = Parameter not analyzed
 BOLD = Measured concentration exceeds Utah Tier 1 Screening Level
 SHADED = Measured concentration exceeds Utah Initial Screening Level

NORTH QUARTER CORNER
SECTION 23, T1S, R1W, SLB&M
FOUND MONUMENT



BURNETT INVESTMENT LLC
15-23-201-006

C. R. ENGLAND & SONS
PARCEL ID 15-23-201-001
1.00 AC.

RESTRICTED AREA

EXCEPTION NO. 17 (54927-X)
EXCEPTION NO. 20 (54928-X)
CITY OF SOUTH SALT LAKE
BK.4496 PG.1110

EXCEPTION NO. 16 (54927-X)
MOUNTAIN STATES TELEPHONE
BK.3090 PG.387. APPLIES IN
GENERAL TO THIS PARCEL

EXCEPTION NO. 15 (54927-X)
EXCEPTION NO. 19 (54928-X)
MOUNTAIN FUEL SUPPLY CO.
BK.2942 PG.188

977 WEST
15-23-126-008

EXCEPTION NO. 15 (54928-X)
CITY OF SOUTH SALT LAKE
BK.4040 PG.482.

FIGURE NOTES:

SAMPLE RESULTS REPORTED IN BLUE ARE ABOVE UTAH INITIAL SCREENING LEVELS

SAMPLE RESULTS REPORTED IN RED ARE ABOVE BOTH UTAH INITIAL SCREENING LEVELS AND TIER 1 RISK BASED CORRECTIVE ACTION LEVELS.

SAMPLE I.D. @ DEPTH (FEET)

B = BENZENE
T = TOLUENE
E = ETHYLBENZENE
X = XYLENES
N = NAPHTHALENE
G = GASOLINE RANGE ORGANICS
D = DIESEL RANGE ORGANICS

ALL RESULTS REPORTED IN PARTS PER MILLION (PPM)

ND = BELOW LABORATORY DETECTION LEVELS

X = SAMPLE COLLECTION LOCATION

FENCE LINE

SEWER

SEWER LIFT STATION

SYSTEM PIPING TRENCH TO EQUIPMENT BUILDING

BURNETT / UNITED RENTAL PROPERTY

FENCE LINE

NORTH

0 5 10 15 20 25 30

SCALE IN FEET (1" = 10' APPROX.)

C-6@8

B = ND
T = ND
E = ND
X = ND
N = 10.72
G = 41
D = 10,600

C-6@10

B = ND
T = ND
E = ND
X = ND
N = 4.66
G = 19.2
D = 2,140

C-5@9

B = ND
T = ND
E = ND
X = ND
N = ND
G = 63.70
D = 13,100

C-5@12.5

B = ND
T = ND
E = ND
X = ND
N = ND
G = ND
D = 81.4

MW-6

MW-10

C-7@8.5

B = ND
T = ND
E = ND
X = ND
N = 6.48
G = 27.9
D = 7,160

C-7@10

B = ND
T = ND
E = ND
X = ND
N = 15.7
G = 91.70
D = 50,700

C-1@12.5

B = ND
T = ND
E = ND
X = ND
N = ND
G = ND
D = ND

C-3@12.5

B = ND
T = ND
E = ND
X = ND
N = ND
G = ND
D = ND

C-4@13

B = ND
T = ND
E = ND
X = ND
N = ND
G = ND
D = 1,370

C-2@9

B = ND
T = ND
E = ND
X = ND
N = ND
G = 19.9
D = 1,443

C-2@13

B = ND
T = ND
E = ND
X = ND
N = ND
G = ND
D = ND

C-8@8

B = 0.356
T = ND
E = ND
X = ND
N = 41.3
G = 156
D = 13,600

C-9@8

B = ND
T = ND
E = ND
X = ND
N = 17.5
G = 79.80
D = 34,400

C-10@8

B = ND
T = ND
E = ND
X = ND
N = 19.4
G = 92.40
D = 12,200

Description: CONFIRMATION SOIL SAMPLE ANALYSIS RESULTS

No.	Revision	Date

Facility: C.R. England - National Lease

RIDING & ASSOCIATES

10469 South 1000 West
South Jordan, Utah 84095

Drawn by JER

Date: 12/23/03

Drawing Number
Figure 4

c:\02\eng\England\CRB\sp